



SHENANDOAH LIFE  
INSURANCE COMPANY

P O BOX 12847

ROANOKE, VIRGINIA 24029

(540) 985-4400

POLICY NO · 0070018479

EFFECTIVE DATE· October 01, 1997  
(Due Date of first premium)

POLICYHOLDER ROANOKE CITY SCHOOLS

POLICY DELIVERED IN VIRGINIA and subject to the laws of that jurisdiction

POLICY RENEWAL DATE October 01, 2007 and the same day of each year thereafter

INITIAL MONTHLY PREMIUM RATES: Employee: \$27.01;  
Family \$71.74;  
Employee & Spouse: \$43.11;  
Employee & Child: \$43.11

In consideration of the Application of the Policyholder, and receipt of any and all Premiums when due, Shenandoah Life Insurance Company agrees to provide the coverages described herein subject to all provisions of this policy and any amendments added to this Policy.

The first premium is due on the Effective Date of this Policy and subsequent premiums are due on the same day of each month thereafter. This policy shall renew each Policy Renewal Date unless Terminated in accordance with the Policy Termination Provision

This page and the pages which follow are all part of this policy as if fully recited over the signatures shown below

Signed for Shenandoah Life Insurance Company at Roanoke, Virginia, on the Effective Date specified above

*Kathleen M. Kronau*

Secretary

*Robert W. Clark*

President

READ YOUR POLICY CAREFULLY

GROUP DENTAL INSURANCE

RENEWABLE AT OPTION OF THE COMPANY

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## SCHEDULE OF INSURANCE

Eligible Class **ALL ACTIVE FULL-TIME EMPLOYEES**

Dependent Coverage Included **YES**

COVERED SERVICES	<u>Coinsurance Rate</u>
Type I - Preventive Services	100%
Type II - Basic Services	80%
Type III - Major Service	50%
Type IV - Orthodontia Services (Optional)	N/A

## Eligibility Date\*

Eligible Person on Policy Effective Date **NONE**

Eligible Person after Policy Effective Date **1ST OF THE MONTH FOLLOWING DATE OF HIRE**

Maximum Benefit for each Insured Person  
for Type I, II and III Services Combined per Calendar Year **\$1,500**

Deductible Amount for each Insured Person for Type I,  
II and III Services Combined per Calendar Year **\$25**

Deductible Waived for Type I Services **YES**

Family Deductible Limit **3 per Family**

Maximum Age for Dependent Children for Type I, II and III Services **25**

Predetermination of Benefits Amount Applicable to all Types of service **\$250**

Waiting Period for Type I, II and III Services\*

Lifetime Maximum Benefit for each Dependent  
Child for Orthodontia Services **N/A**

Lifetime Deductible Amount for each Dependent  
Child for Orthodontia Services **N/A**

Maximum Age for Dependent Children for Orthodontia Services **N/A**

Waiting Period for Orthodontia Services\*\*

\* SEE LIMITATIONS DURING FIRST YEAR OF COVERAGE (EXCLUSIONS AND LIMITATIONS SECTION)

\*\* SEE LIMITATIONS DURING FIRST YEAR OF COVERAGE (ORTHODONTIA BENEFITS-EXCLUSIONS AND LIMITATIONS)

Contributions by Eligible Persons

Insurance for Eligible Persons is Noncontributory

Insurance for Dependent is Contributory

Any change or amendment increasing coverage under the policy shall be Effective on the later of

- 1 the Effective Date of the change or amendment; or
- 2 the first date thereafter that the Eligible Person and Eligible Dependent is not Confined and not Totally disabled and, if the Eligible Person, is Actively At Work.

Any change or Amendment decreasing coverage under the policy shall be Effective on the Effective Date of the change or Amendment.

# **DEFINITIONS** (Continued)

**ELIGIBILITY DATE** The date an Eligible Person or an Eligible Dependent becomes Eligible for insurance under this policy. The Eligibility Date is shown in the Schedule of Insurance.

**ELIGIBLE DEPENDENT** See ELIGIBILITY PROVISION-DEPENDENTS

**ELIGIBLE PERSON** means an Employee who has completed the Eligibility Period and is Actively at Work in an Eligible Class.

**ELIGIBILITY PERIOD** means the continuous length of time an Eligible Person must serve in an Eligible Class to reach his Eligibility Date. The Eligibility Date is shown in the Schedule of Insurance.

**EMPLOYEE** means an Eligible Person Actively at Work with the Policyholder in an Eligible Class.

**EMPLOYER.** See Definition of POLICYHOLDER.

**FULL-TIME STUDENT** A Dependent attending an accredited school and enrolled in sufficient course credits to maintain full-time status at that school. A Full-Time Student shall be covered under the Eligible Person's Dependent Coverage during school vacations if

- 1 he was enrolled as a Full-Time Student immediately prior to school vacation, and
- 2 he intends to return as a Full-Time Student during the next school term.

**HE/HIS/HIM** Whenever used, this includes she, her, hers.

**INCURRED/INCURRED DATE** The date

- 1 the teeth are prepared for fixed bridges, crowns, inlays, or onlays; or
- 2 the final impression is made for dentures or partials; or
- 3 the pulp chamber of a tooth is opened for root canal therapy; or
4. periodontal surgery is performed, or
5. the service is performed for all services not listed under 1, 2, 3, or 4 above; or
6. appliances are first installed, for orthodontia services, if applicable.

**INSURANCE MONTH.** The period of time which begins at 12:01 a.m. on the Premium due date of any calendar month and ends at 12 midnight on the day preceding the next Premium due date.

**INSURED PERSON/INSURED** An Eligible Person and any of his Dependents who have become insured under this policy.

**MAXIMUM ANNUAL PAYMENT.** The maximum Benefit per Calendar Year stated in the Schedule of Insurance that may be paid for Covered Charges Incurred by an Insured Person. No further Benefits will be payable during the Calendar Year once the Maximum Annual Payment is reached.

**NECESSARY** Service which is appropriate as determined by Us and generally accepted by the Dental profession for the condition diagnosed.

DEFINITIONS  
(Continued)

**NONCONTRIBUTORY INSURANCE** means any insurance coverage under the policy for which the Policyholder pays the entire Premium

**POLICYHOLDER** Any sole proprietorship, partnership, corporation, affiliate, or other entity stated on the face of the policy

**PREMIUM** The amount due to maintain coverage under this policy

**PRIMARY INSURED** means an Employee who is in an Eligible Class and who is insured under the policy.

**TERMINATE/TERMINATION DATE** The date this policy ends; or the day an Insured Person's coverage ends as determined by Us See TERMINATION PROVISION-PRIMARY INSURED/DEPENDENTS.

**TOTAL DISABILITY/TOTALLY DISABLED** The Primary Insured's inability, due to sickness or Injury, to perform the main duties of any full-time job with the Policyholder. He is unable to work for wage or profit. For Dependents, it means the inability to carry on the normal activities of a healthy person of the same age and sex due to sickness or Injury

**TREATMENT PLAN** A report on a form completed by the attending Dentist which:

1. itemizes all services required for the Necessary care of the teeth and supporting tissue, and
2. lists his total charge or fee for each service; and
3. is submitted with supporting preoperative X-ray and other diagnostic materials

**USUAL CHARGE** The actual fee regularly charged and received for a given service. We shall determine a Usual Charge.

**WAITING PERIOD** The period of time an Insured Person must be insured by this policy before a Type of Service is Covered. Expenses Incurred during the Waiting Period will not be covered. See EXCLUSIONS AND LIMITATIONS and ORTHODONTIA BENEFITS-EXCLUSIONS AND LIMITATIONS

**GENERAL PROVISIONS**

**ENTIRE CONTRACT.** The entire contract between the parties shall consist of:

- 1 this policy,
- 2 the Policyholder's Application, and
3. each Primary Insured's enrollment Application

A copy of the Policyholder's Application is attached to this policy.

All statements made in the Applications are representations, not warranties. No statements shall be used to:

- 1 contest or void coverage under this policy,
2. deny or reduce payment of Benefits,
- 3 defend a claim under this policy,

unless such statements are contained in a written instrument furnished to the Insured Person, or to his beneficiary or personal representative

**POLICYHOLDER AS REPRESENTATIVE.** For any and all purposes regarding this policy, or for the Insured Person's coverage under this policy, the Policyholder is not Our agent or representative for any purposes. The Policyholder represents only itself and its Insured Persons. We are not liable for any act or omission of the Policyholder or its representative.

**INCONTESTABILITY.** After this policy has been in force for one year from its Effective Date, We shall not contest its validity or deny claims, except for

- 1 nonpayment of Premiums, or
2. a fraudulent misstatement by the Policyholder

We shall not contest an Insured Person's coverage under this policy after that person's coverage has been in force for one year from his Effective Date, except for:

1. nonpayment of Premiums; or
2. a fraudulent misstatement by the Insured Person.

We shall not use a statement to reduce, limit or deny Benefits on a claim incurred after the expiration of such one-year period unless it is in a written document signed by the Primary Insured.

We shall send a copy of the written document to the Primary Insured at the time We contest that person's coverage under this policy, or when We reduce, limit or deny Benefits on the claim.

**WAIVER AND CHANGE.** No agent or person other than Our Authorized Officer may change or waive any terms, condition, or provision of this policy in any way or extend the time for any Premium payment.

This policy may be changed in whole or in part by written notice to the Policyholder which is signed by an Authorized Officer and sent to the Policyholder at least 31 days prior to the Effective Date of the change.

GENERAL PROVISIONS  
(Continued)

Any amendment or rider shall be binding on its Effective Date on the Policyholder, each Insured Person and Us

LEGAL ACTION. No action at law or in equity will be brought to recover under this policy

- 1 within 60 days after written proof of loss has been given as required; and
- 2 after the expiration of 3 years from the time written proof of loss must be given

INFORMATION TO BE FURNISHED The Policyholder and each Primary Insured shall furnish all information We need to administer their coverage under this policy. If We, the Policyholder, or an Insured Person make an error with respect to the information given to Us, this error shall not:

- 1 cause an Insured Person's coverage to be invalid, if otherwise valid, or
2. cause coverage which is Terminated to be reissued or continue, or
- 3 cause coverage to be issued which otherwise would not be issued

If an error affects the

- 1 Premium or
2. amount of Benefits payable,

an adjustment shall be made as determined by Us.

We may inspect, audit and copy all records of the Policyholder which relate to this policy. Our access shall continue for two years beyond Termination of the Policyholder's right of insurance under this policy.

MISSTATEMENT OF AGE OR SEX. If any Insured Person's age or sex has been misstated, the Premiums for that person shall be adjusted as determined by Us. The Premiums due shall be based on the correct amount of coverage for that person. Premiums will be adjusted retroactively for a maximum period of twelve months.

CONFORMITY WITH STATE STATUTES. If any provision of this Policy conflicts with any applicable law, the provision will be deemed to conform to the minimum requirements of the law.

WORKERS' COMPENSATION. This policy is not a substitute for, nor in place of, and does not satisfy or otherwise affect any requirements for Benefits or coverage by any Workers' Compensation Insurance or a Workers' Compensation Act or similar law.

FREE CHOICE OF DENTIST. An Insured Person has free choice of any Dentist. We shall in no way disturb the Dentist-patient relationship.

GENERAL RIGHT OF RECOVERY. When an overpayment of Benefits has been made by Us, We have the right to recover such overpayment from any persons to or for whom the overpayments were made, any other insurers, or any organizations.

**ELIGIBILITY PROVISION-ELIGIBLE PERSON**

The Class(es) Eligible for dental coverage are shown in the Schedule of Insurance. An Eligible Person:

- 1 is employed by the Policyholder, and
- 2 is scheduled to work with the Policyholder at least the number of hours per week stated in the Master Application; and
- 3 maintains active, full-time employment with the Policyholder on the date he completes the waiting period as stated in the Schedule of Insurance; and
- 4 is not Totally Disabled or Confined, and
- 5 is paid regular earnings by the Policyholder.

**ELIGIBILITY PERIOD**

The Eligibility Date is stated in the Schedule of Insurance. No coverage is effective for any person during the Eligibility Period.

**EFFECTIVE DATE PROVISION-ELIGIBLE PERSON**

Insurance will be effective at 12:01 a.m. on the day determined as follows, but only if the Eligible Person's written application for insurance is:

- a. made with the Company through the Policyholder; and
- b. on a form satisfactory to the Company.

An Eligible Person will be insured for Noncontributory insurance on the later of:

- a. the Eligible Person's Eligibility Date; or
- b. the date 12 months prior to the date the Eligible Person makes written application for insurance.

An Eligible Person will be insured for Contributory insurance on the latest of these dates:

- a. the Eligible Person's Eligibility Date, if he has made written application for insurance on or before this date
- b. the date the Eligible Person makes written application for insurance, if he does it on or before the 31st day after his Eligibility Date
- c. the date the Company gives its approval, if the Eligible Person:
  - i. makes written application for insurance more than 31 days after Your Eligibility Date; or
  - ii. terminated Your insurance while continuing to be eligible.



**EFFECTIVE DATE PROVISION-ELIGIBLE PERSON**  
(Continued)

If the Eligible Person is not Actively At Work on the Effective Date, he shall not become an Insured Person until he returns to Active Work.

It is the Policyholder's responsibility to forward all forms to Us in a timely manner. Failure of the Policyholder to do so may make the Insured Person or his Dependent a late entrant.

**LATE ENTRANT FOR NONCONTRIBUTORY INSURANCE**

The Eligible Person is a late entrant if the Eligible Person's enrollment Application is not received by Us within 31 days after the date he first becomes Eligible under this policy.

The Premium for a Noncontributory group late entrant will be due on the later of these dates:

- a. his Eligibility Date; or
- b. the date 12 months prior to the date the Eligible Person makes written application for insurance

**LATE ENTRANT FOR CONTRIBUTORY INSURANCE.**

The Eligible Person is a late entrant if:

1. the Eligible Person's enrollment Application is not received by Us within 31 days after the date the Eligible Person first becomes Eligible under this policy, or
2. the Eligible Person has voluntarily Terminated his coverage under this Policy; or
3. the Eligible Person has previously declined coverage under this Policy

The Premium for a late entrant for Contributory insurance will be due from his Effective Date. However, Benefits payable under this policy are limited as follows:

1. First year - no Benefits are payable for any type of service.
2. Second and Subsequent years - Benefits are payable for Type I, Type II, and Type III, if applicable, services.

**ELIGIBILITY PROVISION-DEPENDENTS**

If an Eligible Person applied for Dependent coverage, his Dependent shall become Eligible on the date the Eligible Person is Eligible for coverage if the Dependent is not Confined and not Totally Disabled.

Dependents include

1. an Eligible Person's legal spouse, and/or
2. an Eligible Person's unmarried child who is less than 19 years of age; and/or
3. an Eligible Person's unmarried child who is:

### ELIGIBILITY PROVISION-DEPENDENTS (Continued)

- a at least 19 years of age but less than the maximum age for Dependents stated in the Schedule of Insurance; and
- b. dependent upon the Eligible Person for his main care and support; and
- c. a Full-Time Student

A "child" includes the Eligible Person's natural child, legally adopted child, stepchild or any other child for whom he is the legal guardian and can provide written evidence of dependency accepted in writing by Us.

A newborn child will be covered automatically for the first thirty-one days following the date of its birth. Coverage for that child will terminate at the end of that thirty-one day period unless We have been notified in writing and the additional premium, if any is required, paid to Us. Notice is not required if the Primary Insured is already paying the full family premium rate. Coverage for newborn children shall consist of coverage for injury or sickness when related to dental procedures including (a) the necessary care or treatment of medically diagnosed congenital defects and birth abnormalities.

Adoptive children will be treated the same as newborn infants and Eligible for coverage on the same basis upon placement in the adoptive home, regardless of whether a final decree of adoption has been entered; provided, that a petition for adoption has been duly filed and is pursued to a final decree of adoption. Coverage will terminate upon dismissal or denial of a petition for adoption.

Dependent will not include a person who is insured under this policy as a Primary Insured. If both parents of a Dependent child are Primary Insureds a Dependent child may be covered as a Dependent of only one Primary Insured.

A member of the Armed Forces cannot be a Dependent under this policy.

### EFFECTIVE DATE PROVISION-DEPENDENTS

Insurance will be effective at 12:01 a.m. on the day determined as follows, but only if the Eligible Person's written application for insurance is

- 1. made with the Company through the Policyholder, and
- 2. on a form satisfactory to the Company

An Eligible Person's Dependent will be insured for Noncontributory insurance on the later of

- 1. The Eligible Person's Eligibility Date; or
- 2. the date 12 months prior to the date the Eligible Person makes written application for Insurance

An Eligible Person's Dependent will be insured for Contributory insurance on the latest of these dates:

- 1. the Eligible Person's Effective Date; or
- 2. the date the Eligible Person makes written application for Dependents insurance, if he does it on or before the 31st day after the Dependent's Eligibility Date, or

**EFFECTIVE DATE PROVISION-DEPENDENTS**  
(Continued)

- 3 the date the Company gives its approval, if the Eligible Person
  - a makes written application for Dependents insurance more than 31 days after the Dependent's Eligibility Date, or
  - b terminated his insurance while continuing to be Eligible,

if the first Premium is paid

If one of the Eligible Person's Dependents is Totally Disabled or Confined on the date his coverage would otherwise become Effective, coverage on that Dependent shall become Effective only after such Total Disability or Confinement ceases.

It is the Policyholder's responsibility to forward all forms to Us in a timely manner. Failure of the Policyholder to do so may make the Insured Person or his Dependent a late entrant.

**LATE ENTRANT FOR NONCONTRIBUTORY DEPENDENTS INSURANCE**

The Eligible Person's Dependent is a late entrant if the Eligible Person's enrollment Application for Dependents insurance is not received by Us within 31 days after the date the Eligible Person first becomes Eligible under this policy.

The Premium for a Late Entrant for Noncontributory Dependents insurance will be due on the later of:

- 1 the Eligible Person's Eligibility Date for Dependents insurance, or
- 2 the date 12 months prior to the date the Eligible Person makes written application for Dependent's insurance.

**LATE ENTRANT FOR CONTRIBUTORY DEPENDENTS INSURANCE**

The Eligible Person's Dependent is a late entrant if:

1. the Eligible Person's enrollment Application is not received by Us within 31 days after the date the Eligible Person first becomes Eligible under this policy; or
- 2 the Eligible Person's enrollment Application for the Dependents insurance is not received by Us within 31 days after the date the Dependent first becomes Eligible under this policy, or
3. the Eligible Person has voluntarily Terminated his coverage under this Policy; or
4. the Eligible Person has previously declined coverage under this Policy.

The Premium for a late entrant for Contributory Dependents insurance will be due from his Effective Date. However, Benefits payable under this policy are limited as follows:

- 1 First year - no Benefits are payable for any type of service
- 2 Second and subsequent years - Benefits are payable for Type I, Type II, and Type III, if applicable, services

**TERMINATION PROVISION-PRIMARY INSURED**

Except as provided in the Limited Continuation of Coverage Provision, the Primary Insured's coverage shall Terminate on the earliest of

- 1 the last day of the Insurance Month for which any required Premium is paid by the Policyholder for his coverage; or
  - 2 the date of his entry into the Armed Forces, or
  - 3 the date of his death, or
  - 4 the date this policy Terminates; or
  - 5 the last day of the Insurance Month in which he requests termination; or
  6. the date he is no longer Eligible under this policy. See ELIGIBILITY PROVISION-ELIGIBLE PERSON; however, his coverage under this policy shall continue during.
    - a. his Total Disability or Confinement; or
    - b his temporary or seasonal layoff, approved leave of absence, or temporary reduction in work hours until the earlier of:
      - (1) the 90th day following cessation of Active Work; or
      - (2) the date premium payments are discontinued by the Policyholder;
- provided the Policyholder continues coverage on a basis which does not discriminate against or in favor of any Primary Insured.

**REINSTATEMENT**

The Eligible Person's coverage under this policy may be reinstated if his coverage Terminates due to:

1. a temporary layoff; or
- 2 a seasonal layoff; or
- 3 an approved leave of absence, or
- 4 a temporary reduction in work hours

If his coverage Terminates due to 1, 2, 3, or 4 above and is reinstated within 12 months, the Eligible Person will not be required to complete a new Eligibility Period. If Application is made on an enrollment Application form within 31 days of return to Active work, reinstatement shall occur on the date of his return to Active work. Covered Charges Incurred after the date of his reinstatement shall be considered as if he had been continuously insured under this policy, except that the Eligible Person and his Dependents are subject to a new period of contestability. See INCONTESTABILITY. Claims Incurred before the date of reinstatement shall not be covered and no Benefits shall be payable for such claims.

**TERMINATION PROVISION-DEPENDENTS**

Except as provided in Continuation of Coverage for Retarded or Handicapped Children, and the Limited Continuation of Coverage Provisions, coverage for the Primary Insured's Dependent shall Terminate on the earliest of

1. the last day of the Insurance Month for which any required Premium is paid by the Policyholder for Dependent coverage; or
2. the date he is no longer Eligible. See ELIGIBILITY PROVISION-DEPENDENTS, or
3. the date this policy Terminates, or
4. the date the Primary Insured's coverage Terminates

**CONTINUATION OF COVERAGE FOR RETARDED OR HANDICAPPED CHILDREN**

**RETARDED OR HANDICAPPED CHILDREN.** Coverage for an insured Dependent child shall not Terminate on the basis of his age, see ELIGIBILITY PROVISION-DEPENDENTS, if:

1. the Dependent child is incapable of self-supporting employment as a result of mental retardation or a physical handicap; and
2. We receive written proof of Dependent child's incapacity within 31 days immediately following the date such Dependent's coverage would otherwise Terminate as a result of such Dependent child's age; and
3. Premium payments are continued for Dependent coverage.

At Our request, the Insured Person must furnish written proof that such Dependent child's incapacity has continued without interruption. Upon receiving written proof of such Dependent's child's incapacity, We have the right to have the Dependent child examined by a physician We choose. We may ask for an exam as often as is reasonably required, but not more frequently than annually following the date We receive initial written proof of such Dependent child's incapacity.

Such Dependent child's coverage shall Terminate

1. if We do not receive any required proof or medical exam as described above; or
2. if such Dependent child becomes capable of self-supporting employment, or
3. the date such Dependent child's coverage Terminates for any reason other than his age. See TERMINATION PROVISION-DEPENDENTS

#### EXTENSION OF BENEFITS

Benefits are payable for an Insured Person's covered services which are both

- 1 Incurred while his coverage is in force, see DEFINITION-INCURRED/INCURRED DATE, and
- 2 completed within the first 60 days following the Termination Date of that Insured Person's coverage.

These benefits are subject to the provisions and conditions of this policy

This Extension of Benefits provision shall not apply if an Insured Person becomes insured under another group policy or plan that covers these services or if this policy terminates

### SCHEDULE OF COVERED SERVICES

The following is a summary of the types of Covered Services for which benefits will be paid, if the type is included in the Schedule of Insurance:

- 1 Type I—Preventive Services  
Includes cleanings, fluoride treatments, examination, X-rays, tests, laboratory examinations, and space maintainers. See limitations on examinations, cleanings, X-rays, and fluoride treatments under EXCLUSIONS AND LIMITATIONS.
2. Type II—Basic Services  
Includes amalgam and synthetic restorations, simple and surgical extractions, recementation, denture repair, cysts, neoplasms, endodontics, and periodontics (adjunctive services).
- 3 Type III, if applicable (See SCHEDULE OF INSURANCE)—Major Services  
Includes periodontics (surgical services), pontics, alveolar and gingival reconstruction, crowns, bridges, and dentures.
- 4 Type IV—Orthodontia Services (Optional)

The above types of Covered Services are provided only if stated in the Schedule of Insurance under Covered Services.

The above Schedule is a summary of Covered Services. Charges incurred for services listed in this Schedule will be considered for payment by Us. No payment will be made for charges incurred for services not listed in the Schedule unless We accept such charges as Covered Services. If charges incurred for a service not listed in the Schedule are accepted by Us, We will determine the Covered Charge for that service. Such charge will be paid on a basis determined by Us to be consistent with charges for a similar service which would provide the least expensive, professionally satisfactory result.

See the Schedule of Insurance for:

1. Annual Deductible Amount,
2. Maximum Annual Benefit,
3. Coinsurance Rates (Shown under Covered Services) and
4. Orthodontia Lifetime Maximum Payment, Lifetime Deductible Amount, and Maximum Age for Dependent Children, if applicable.

When determining Benefits under the policy, We will consider a temporary service an integral part of the final service rather than a separate service.

## BENEFITS

**PAYMENT OF BENEFITS.** Benefits are payable for the actual charges incurred by an Insured Person for Necessary Covered Services rendered by a Dentist. Benefits are payable up to the Usual or Customary Charge for a Covered Service. Benefits are payable only for Covered Charges actually made for a Covered Service that has been completed. To determine Benefits payable, We will first:

- 1 separate the Covered Charges into the correct type of procedure or coverage type; and
- 2 determine the lesser of the Usual or Customary Charges, and
- 3 apply the Annual Deductible Amount; and
- 4 apply any Coinsurance Rates

For each Insured Person, Our Benefit payment will be no more than the Maximum Annual Payment stated in the Schedule of Insurance.

**ALTERNATE SERVICES.** If two or more services are considered to be appropriate to correct the same dental condition, the Benefits payable will be based on the Covered Charges for the least expensive service which will produce a professionally satisfactory result as determined by Us.

We may require preoperative dental X-rays and any other pertinent information to help Us determine if Benefits are payable for the services submitted for consideration. If the X-rays and any other pertinent information are not made available, We shall decide which service will provide professionally adequate restoration, replacement or treatment. However, if We receive the preoperative dental X-rays and any other pertinent information and decide that different services are more appropriate, We shall adjust the amounts of Benefits to be paid as We deem proper.

**PREDETERMINATION OF BENEFITS.** If the estimated cost of a recommended Treatment Plan exceeds the Predetermination of Benefits Amount stated in the Schedule of Insurance, the Insured Person should submit the Treatment Plan to Us for Our review before treatment begins. We will notify the Insured Person and his Dentist of the Benefits payable based upon the Treatment Plan. In determining the amount of benefits payable, consideration will be given to alternate services that may accomplish a professionally satisfactory result as determined by Us. If the Insured Person and his Dentist agree to an alternate service, and the charge for the alternative service exceeds Our predetermined amount of Benefits, the excess over Our predetermined amount will not be considered as Covered Charges. After treatment begins, an additional Treatment Plan will be required if:

- 1 there is a change in the Treatment Plan; or
2. it appears that the charges will exceed the amount of the original Treatment Plan.

Predetermination of Benefits will be used to determine Benefit amounts payable. Benefit payments will only be made if consistent with the provisions of this policy in effect on the date Covered Services are Incurred. Predetermination of Benefits will not extend Benefits beyond those otherwise payable under this Policy.

Predetermination of Benefits is not necessary for emergency treatment.



## EXCLUSIONS AND LIMITATIONS

COVERED SERVICES do not include and no Benefits shall be payable under this policy for:

1. charges incurred while this policy is not in force
2. Type III services, if applicable, in the first 12 months the Insured Person is covered under this policy. The 12-month exclusion is waived if:
  - a. this policy is replacing the Policyholder's prior group dental policy; and
  - b. the Insured Person has been covered under such prior policy and/or this policy for 12 months, and
  - c. the Insured Person was covered for Type III services under such prior policy
3. Type I, Type II, and Type III, if applicable, services for late entrants during the first 12 months that the Eligible Person and Eligible Dependents are covered under this policy.
4. any treatment or service not specifically listed as a Covered Service
5. replacement of any lost, stolen, damaged or misplaced appliances
6. charges for:
  - a. any implants;
  - b. precision or semiprecision attachments,
  - c. denture duplication;
  - d. overdentures and any endodontic treatment associated with it;
  - e. any customized attachments.
7. any services related to
  - a. altering vertical dimension,
  - b. equilibration;
  - c. restoration of occlusion;
  - d. bite registration or bite analysis
8. any instruction for plaque control, oral hygiene, or diet
9. any service that is cosmetic in nature or to correct congenital malformations unless such service is Necessary as a result of an Accidental Injury sustained while the Insured Person is covered under this policy.
10. crowns, for the purpose of periodontal splinting.
11. replacement of any bridges, partials, dentures, orthodontia appliances, inlays or crowns which
  - a. can, as determined by Us, be satisfactory repaired and restored to function

**EXCLUSIONS AND LIMITATIONS**  
(Continued)

- b. were inserted within five years of the date of the last placement (replacement which is essential due to the extraction of functioning teeth [excluding third molar], or Accidental Injury, is an exception to this exclusion).
- 12 any service which, as determined by Us, is not Necessary
- 13 any service which, as determined by Us, does not offer a favorable prognosis
- 14 any service which, as determined by Us, does not have uniform professional endorsement or which is experimental in nature
- 15. any dental condition arising out of or in the course of work for wage or profit if the employer is required or has the option to provide Workers' Compensation coverage and does not.
- 16 any dental condition covered by a Workers' Compensation Act or similar legislation
- 17. any service resulting from war, or any act of war, declared or undeclared
- 18 any dental condition resulting from a self-inflicted injury.
- 19 any procedure Incurred after the Insured Person's coverage under this policy Terminates
- 20. any service for temporomandibular joint dysfunction, myofacial pain or orthognathis surgery.
- 21. the initial placement of dentures, partials or bridges if it includes the replacement of teeth missing prior to the Insured Person's Effective Date. This exclusion will not apply if the prosthesis replaces a functioning tooth (excluding third molar) which was extracted while covered under this policy
- 22. any service, that in the absence of insurance, would not be made, or charges for which the Insured Person has no obligation to pay
- 23. orthodontic services, unless the Policyholder selects this benefits If this Benefit is selected, see ORTHODONTIA BENEFITS-EXCLUSIONS AND LIMITATIONS

The following procedures are limited to specific frequencies and/or applications:

- 1 Oral examinations, bite-wing x-rays, and prophylaxis, limited to two in each Calendar Year.
- 2 Full mouth x-rays, limited to one in any consecutive two-year period.
- 3 Fluoride treatment, limited to one in each Calendar Year
- 4 Sealant, limited to Dependent Children under age 15 and to one treatment per tooth per Calendar Year.

# COORDINATION OF BENEFITS PROVISION (COB)

**APPLICABILITY.** If an Insured Person is also covered under one or more other Plans, The Allowable Expense Benefits under this policy and benefits under the other Plan(s) will be coordinated for the Claim Period. This means.

1. one Plan pays its full benefits first, then the other Plan(s) pays, but
2. total benefits from all Plans will not exceed 100% of the Allowable Expenses

Benefits will be coordinated with the benefit amounts that would be payable for the Allowable Expenses under the other Plan(s), whether or not a claim is actually made

**DEFINITIONS** The following definitions apply only to this Coordination of Benefits Provision

**PLAN** means any of the following coverages, which provide medical or dental care benefits or services

1. true group insurance. This includes
  - a. Blue Cross and Blue Shield plans;
  - b. Health Maintenance Organization (HMO) plans;
  - c. other prepayment, group practice and individual practice coverage.

It does not include school accident-type coverage, blanket, franchise individual, automobile and homeowner coverage

2. coverage under a governmental plan or coverage required or provided by law, except Medicaid (Title XIX, Grants to States for Medical Assistance Programs, of the United States Social Security Act as amended from time to time). It also does not include any plan when, by law, its benefits are excess to those of any private insurance program or other non-governmental program

Each of the above coverages is a separate Plan. If an arrangement has two or more parts, and its coordination provision applies only to some benefits or services, then each part is a separate Plan.

**PRIMARY PLAN/SECONDARY PLAN** The Order of Benefit Determination Rules state whether this Plan is a Primary Plan or Secondary Plan as to other plan(s) covering the Claimant. When this Plan is a Primary Plan, its Benefits are determined before those of the other plan and without considering the other Plan's benefits. When there are more than two Plans covering the Claimant this Plan may be a Primary Plan as to one or more other Plan(s), and may be a Secondary Plan as to a different Plan or Plans

**ALLOWABLE EXPENSE** means a necessary, reasonable, and customary expense, which is at least partly covered under at least one of the Plans covering the Claimant. When a Plan provides benefits in the form of services rather than cash payments, the reasonable cash value of each service rendered during the Claim Period will be considered Allowable Expense

**CLAIMANT** means the Insured Person for whom a claim is made

**CLAIM PERIOD** means a Calendar Year (or part of a Calendar Year) during which the Insured Person has been covered under this provision

LIMITED CONTINUATION OF COVERAGE PROVISION  
(Continued)

- 4 To continue dental insurance, the Primary Insured or his Dependents must notify the Policyholder of such election within 60 days from the latest of

- (1) the date of the Qualifying Event,
- (2) the date of the loss of coverage; or
- (3) the date the Policyholder sends notice of the right to continue

Payment for the cost of the insurance for the period preceding the election must be made to the Policyholder within 45 days after the date of such election. Subsequent payments are to be made to the Policyholder in the manner described by the Policyholder. The Policyholder will remit all payments to the Company

- 6 Continued coverage will end at the earliest of the following dates

- (1) the end of the maximum period of continued coverage shown in (2) and (3) above;
- (2) the date on which the Policyholder ceases to provide any group dental plan;
- (3) if a Primary Insured or Dependent fails to make a premium payment when due, the last day of the period of coverage for which payments have been paid; or
- (4) the date on which the Primary Insured or Dependent becomes covered under any other group dental plan or becomes Eligible for benefits under Medicare.

NOTICE The Primary Insured or Dependent is responsible for notifying the Policyholder of a divorce or legal separation from spouse, or when a Dependent ceases to be a Dependent as defined by the policy within 60 days of such event

## HOW TO FILE CLAIMS

We must receive written notice of a claim for Benefits for Covered Service under this dental policy within 20 days after such Covered Service was received, or as soon as reasonably possible after the date of such service.

Such notice must

- 1 be sent by the Primary Insured or someone acting on his behalf,
- 2 be sent to Our office in Roanoke at the address provided;
- 3 state the Policyholder's policy number;
- 4 state the Primary Insured's certificate number; and
- 5 identify the Insured Person who received the service.

We shall send the Primary Insured a dental claim form within 15 days after We receive his notice of a claim. Within 90 days of the date such service was rendered We must receive:

- 1 the completed claim form. If We fail to send the Primary Insured claim forms, his written notice as described in 1 through 5 above will be used, and
- 2 the actual itemized bills for such service; and
- 3 any other necessary information We need to determine Our contractual liability for benefits on such charges under this dental policy

In no event shall Benefits be payable before We receive the information required in 1, 2 and 3 immediately above. The Insured Person's claim shall not be reduced or made invalid if it was not possible for him to provide such information within the 90 days. Such information must be given to Us as soon as reasonably possible. In no event, other than the absence of legal capacity, shall such information be accepted by Us after one year from the time such information was required. Benefits are not payable on such charges if such information is received after this one-year period.

**Proof of Claim** To aid in determining Benefits payable, the Insured Person is required to submit all dental claims on forms satisfactory to Us within 90 days of the date such service was incurred. We may require any of the following prior to making Our determination on any claim:

- 1 A complete dental chart showing:
  - a extractions;
  - b missing teeth,
  - c fillings,
  - d prostheses;
  - e periodontal pocket depths;
  - f the date of any work previously performed.
- 2 An itemized bill for all dental work

## HOW TO FILE CLAIMS (Continued)

3. The following exhibits
  - a. X-rays;
  - b. study models;
  - c. laboratory and/or hospital reports.
4. A dental examination at Our expense by a Dentist whom We choose
5. Any additional information We may need to process the Insured Person's claim.

Our payment of Benefits on Submitted Claims Benefits payable for Covered Charges under this policy shall be paid directly to:

1. the Primary Insured, or
2. to his estate, in the event of his death, or
3. may be paid to the provider, if assigned in writing by him.

If any Benefits are payable

1. to an Insured Person who is a minor, or
2. to an Insured Person who is not legally competent to execute a legal receipt, as We require,

then Our payment will be made to the duly appointed guardian or other legally appointed representative of such Insured Person

## TIME OF PAYMENT OF CLAIMS

Benefits payable under this policy shall be paid by Us within 60 days after We receive proof of claim as required under this policy.

Any Benefits paid by Us under this policy shall fully discharge Us from all further liability to the extent of the Benefits paid

## POLICYHOLDER PROVISIONS

**CERTIFICATES** The certificate summarizes the features of the Primary Insured's coverage under this policy. We shall send the certificate, riders and revisions, if any, to the Policyholder. The Policyholder is responsible for the timely delivery of such certificate, riders and any revisions to each Primary Insured. The Policyholder acts as the Primary Insured's agent and representative when receiving the certificates, riders and revisions, if any, and distributing these documents to the Primary Insured.

**GRACE PERIOD.** The 31-day period which begins on the day following the due date of any Premium due other than the first Premium. During this period, the Premium due must be paid in order to prevent this policy from terminating.

**POLICYHOLDER PROVISIONS**  
(Continued)

**PREMIUMS/PREMIUM RATES** The Initial Premium is determined on the basis of the rates stated on this policy face page. The Policyholder must pay the first Premium payment before an Insured Person's coverage becomes Effective. Premiums must be paid by the Policyholder for each Insurance Month prior to the Premium due date to maintain coverage under this policy. A Primary Insured's failure to pay any contribution required by the Policyholder or failure by the Policyholder to pay Us Premium due under this policy shall Terminate the Primary Insured's and his Dependents' coverage. The Policyholder's paid Premium shall maintain insurance under this policy from the Premium due date for which such Premium was paid through the day immediately before the next Premium due date. We may change the Premium rate for all insurance and coverage under this policy:

- 1 when the terms of this Policy are changed, or
- 2 when a division, subsidiary, or affiliated company is added to or deleted from this policy; or
- 3 when the number of Insured Persons changes by 25% or more from the number insured on the later of the Effective Date or last Policy Renewal Date; or
- 4 after the first policy year or at any time during any subsequent year based upon at least 12 months' experience. Any such rate change after the first policy year shall not be made more frequently than once every 6 months.

Premiums for additional or increased insurance becoming effective during an Insurance Month will be charged from the next premium due date.

The premium charge for insurance terminated during an Insurance Month will cease at the end of the Insurance Month in which such insurance terminates. This manner of charging premium is for accounting purposes only. It will not extend insurance coverage beyond a date it would have otherwise terminated as shown in the "TERMINATION PROVISIONS-PRIMARY INSURED" section of this policy.

We shall send written notice to the Policyholder at least 31 days before any Premium change.

We may also change the Premium for an Insured Person without notice because of a change in classification. Such a change in Premium shall take effect on the Policyholder's next Premium due date. Premium change due to a change in classification shall only take effect if the Insured Person is not Confined and not Totally Disabled on that date.

**TERMINATION.** As determined by Us, this policy shall Terminate on the earliest of:

- 1 the date the Policyholder:
  - a fails to meet the definition of a Policyholder; or
  - b ceases active business operations as determined by Us, or
  - c is placed in bankruptcy or receivership, or
  - d loses status as a legal entity by merger, dissolution or otherwise; or
  - e moves the site of business to a state where insurance under this policy is not offered for sale.

**POLICYHOLDER PROVISIONS**  
(Continued)

2. the day ending the Insurance Month for which the last Premium due was paid if payment is not made during the corresponding grace period; or
3. the day immediately before a Policy Renewal Date if We send written notice to the Policyholder at least 31 days prior to such renewal date; or
4. when prior notice is received by Us, the last day of the Insurance Month in which the Policyholder requests to Terminate this policy (but in no event earlier than the receipt of such notice); or
5. the last day of the Insurance Month in which the Policyholder fails to have at least fifteen Primary Insureds under this policy for each of the preceding 90 consecutive days, or
6. the date the Policyholder ceases to qualify by reason of any State or Federal Law, or
7. the date as determined by Us due to the Policyholder's failure to carry out the obligations and responsibilities under this policy, including but not limited to, failure to timely furnish information We request to administer the coverage provided to Primary Insureds and their Dependents; or
8. the last day of the Insurance Month during which the Policyholder fails to maintain 75% participation of Eligible Persons and 75% of Eligible Dependents, if applicable, covered under this policy.





SHENANDOAH LIFE  
INSURANCE COMPANY

P O BOX 12847

ROANOKE, VIRGINIA 24029

(540) 985-4400

#### AMENDMENT

The Group Policy and accompanying certificate to which this amendment is attached are hereby amended to provide that the enrollment form or application completed by the employee shall not form a part of the contract

Nothing herein contained shall be held to vary, alter, waiver, or extend any of the terms, conditions, provisions, agreements, or limitations of the Group Policy other than as stated above

This amendment shall be effective immediately

Signed for the Company at Roanoke, Virginia.

President



## ENDORSEMENT

The Group Policy to which this endorsement is attached is hereby amended as follows

### CLAIMS EXPERIENCE RECORD

D. Shenandoah Life shall make available to the Policyholder, at no cost, a complete record of the Policyholder's claims experience incurred under this Policy. This record shall include all claims incurred for the lesser of:

1. the period of time since this Policy was issued or issued for delivery; or
2. the period of time since this Policy was last renewed, reissued or extended

Such claims experience record shall be made available promptly upon request made by the Policyholder, which request shall not be less than 30 days prior to the date the premiums or contractual terms of this Policy may be amended.

E. A Policyholder that employed an average of at least 51 employees on business days during the preceding calendar year and at least 2 employees on the first day of the Policy year shall upon request receive the following record at the time the claims experience record under paragraph A above is provided

1. a summary of claims charges incurred and the amount paid with respect to those claims for the most recently available 24-month period,
2. a listing of the number of enrollees for whom combined claims payment exceed \$50,000 for the most recently available 12-month period, and for the preceding 12 months if not previously provided, with information as to whether these enrollees from the most recently available 12-month period remained enrolled under this Policy, and
3. total enrollment in each class type as of the end of the most recently available 12-month period.

Such record shall be made available to the Policyholder, at no cost, within 15 business days upon written request made not less than 30 days prior to the date the premiums or contractual terms of this Policy may be amended.

This endorsement is effective as of July 1, 2003.

Nothing contained herein shall be held to vary, alter, waive or extend other terms, conditions, provisions, agreements, or limitations of the Group Policy.

Signed for the Company at Roanoke, Virginia.

*Robert W. Clark*

President



SHENANDOAH LIFE  
INSURANCE COMPANY

P O BOX 12847

ROANOKE, VIRGINIA 24029

(540) 985-4400

### IMPORTANT INFORMATION TO POLICYHOLDERS

In the event you need to contact someone about this policy for any reason, please contact your agent:

HOME OFFICE MISC  
SHEN LIFE INS CO  
PO BOX 12847  
ROANOKE VA 24029

Telephone: 1-540-985-4400

If you have additional questions, you may contact the Company

Shenandoah Life Insurance Company  
P O Box 12847  
Roanoke, VA 24029

Telephone 800-848-5433 or 540-985-4400

If you have been unable to contact or obtain satisfaction from the Company or the agent, you may contact the following:

Life and Health Division  
Bureau of Insurance  
P. O. Box 1157  
Richmond, Virginia 23218

Telephone: 800-552-7945 or 804-371-9691

Written correspondence is preferable so that a record of your inquiry is maintained. When contacting your agent, the Company, or the Bureau of Insurance, please have your policy number available